



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

FRED LEAF
Chief Operating Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
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BOARD OF SUPERVISORS

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May 13, 2004

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

NINE HOUSEKEEPING SERVICES AGREEMENT AMENDMENTS
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of Health Services, or designee, to execute nine housekeeping services agreement amendments, substantially similar to Exhibit I, of which six are with Pedus Building Services, Inc. (Pedus), Agreement Nos: H-202882, 68092, H-202327, H-202890, H-203066, and 71207, and three are with P.A.A. of California, Inc., formerly known as Porshia Alexander of America, Inc. (PAA), Agreement Nos: H-203078, H-202910 and 71728, for the provision of housekeeping services at Department of Health Services facilities, effective June 1, 2004, to extend the terms on a month-to-month basis through August 31, 2004, at their current rates, at an estimated net County cost of \$2,884,056.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

The existing agreements are slated to expire on May 31, 2004. Board approval of the nine agreement amendments with Pedus and PAA will allow the continuation of housekeeping services at Department of Health Services (DHS or Department) facilities without interruption.

FISCAL IMPACT/FINANCING:

The estimated net County cost for Fiscal Year (FY) 2003-04 is \$961,352; for FY 2004-05 it is \$1,922,704. Funding is included in the FY 2003-04 Adopted County Budget and has been requested in the FY 2004-05 Proposed County Budget.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS:

The County has contracted for housekeeping services at nineteen DHS facilities for a number of years. These have been extended to allow for completion of the Request for Proposal (RFP) process.

RFPs for individual facilities were released in the year 2000. Because of flawed processes, these RFPs were cancelled the following year. A new RFP, for nineteen facilities, was released in October 2003. This current RFP process is near completion; however, DHS has encountered unforeseen obstacles which have delayed completion of the RFP. First, DHS has received two official protests. These protests are not subject to the new Board-approved protest policy. However, DHS is making additional effort to ensure the protests are fairly addressed by conducting a debriefing meeting with one protestor, reviewing scores, etc. That protest process is prolonging the finalization of vendor selection. Also, because these are Proposition A contracts, they require cost avoidance analyses that are proving to be particularly complicated.

The Department anticipates addressing the protests and finalizing the cost avoidance calculations by the end of July 2004. DHS will be returning to the Board in August 2004 to recommend new contracts with five-year terms.

The nine current contracts for housekeeping services expire on May 31, 2004, and need to be extended to ensure continued provision of housekeeping services in nineteen DHS facilities.

The recommended agreement amendments include the latest provisions mandated by the Board as well as those recommended by County Counsel, including Contractor Responsibility and Debarment and Child Support Compliance Program provisions. Under the termination provisions of the agreements, either party may terminate the agreement with a 30-day advance written notice to County.

This Board letter was not submitted to the Board with three weeks advance notice because of the unanticipated delays cited above.

Attachment A provides additional information.

CONTRACTING PROCESS:

It is not appropriate to advertise agreement amendments on the Los Angeles County On-line Web Site as a business opportunity.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

Board approval of the recommended action will ensure the continuation of housekeeping services at DHS facilities without interruption.

The Honorable Board of Supervisors
May 13, 2004
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When approved, this Department requires three copies of the Board's action.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:lm
BdLtrCD3426HskpgExt0005:lm

Attachments (2)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF HOUSEKEEPING SERVICES AGREEMENT AMENDMENTS

CONTRACT NUMBER	FACILITY	PROVIDER	MAXIMUM OBLIGATION (3 MONTHS) *
H-202882-14	Harbor-UCLA Medical Center	Pedus Building Services, Inc.	FY 2003-04 \$391,748 FY 2004-05 \$783,496
68092-8	DHS Administrative Offices Commerce	Pedus Building Services, Inc.	FY 2003-04 \$34,495 FY 2004-05 \$68,990
H-202327-13	El Monte Comprehensive Health Center	Pedus Building Services, Inc.	FY 2003-04 \$25,003 FY 2004-05 \$50,006
H-202890-16	Mid-Valley Comprehensive Health Center and North Area Health Centers: Antelope Valley HC; Burbank HC; Glendale HC; North Hollywood HC; Pacoima HC; San Fernando HC; Lake Los Angeles Community Clinic; Littlerock Community Clinic; and South Valley HC	Pedus Building Services, Inc.	FY 2003-04 \$ 55,154 FY 2004-05 \$110,308
H-203066-13	Olive View/UCLA Medical Center	Pedus Building Services, Inc.	FY 2003-04 \$347,347 FY 2004-05 \$694,694
71207-4	High Desert Health System	Pedus Building Services, Inc.	FY 2003-04 \$ 53,818 FY 2004-05 \$107,636
H-203078-10	Ruth Temple Health Center	P.A.A. of California, Inc., formerly Porshia Alexander of America, Inc.	FY 2003-04 \$18,541 FY 2004-05 \$37,082
H-202910-12	Long Beach Comprehensive Health Center	P.A.A. of California, Inc., formerly Porshia Alexander of America, Inc.	FY 2003-04 \$22,719 FY 2004-05 \$45,438
71728-3	Six Health Facilities (Whittier Health Center and La Puente Health Center)	P.A.A. of California, Inc., formerly Porshia Alexander of America, Inc.	FY 2003-04 \$12,527 FY 2004-05 \$25,054

FY 2003-04 \$ 961,352

FY 2004-05 \$1,922,704

TOTAL FY 2003-04 AND FY 2004-05 MAXIMUM FUNDING AVAILABLE: \$2,884,056

*All figures are rounded to the nearest dollar.

1. Type of Service:

Environmental housekeeping services.

2. Agency Addresses and Contact Persons:

Pedus Building Services, Inc.
601 Potrero Grande Drive, 3rd Floor
Los Angeles, California 91754
Attention: Enio Martinez, Regional Director
Telephone: (323) 837-0222

Porshia Alexander of America, Inc.
909 South Glendora Avenue
West Covina, California 91790
Attention: Alexander Elliott, President
Telephone: (626) 966-1203

3. Term:

The agreements are being extended effective June 1, 2004, on a month-to-month basis to expire no later than August 31, 2004.

4. Financial Information:

See above chart.

5. Program Information:

The agreement amendments provide for housekeeping services at nineteen DHS facilities and includes: custodial cleaning, window washing, light fixture cleaning, trash removal and parking lot sweeping.

6. Approvals:

Contract Administration: Irene E. Riley, Director

County Counsel (approval as to form): Elizabeth J. Friedman, Senior Deputy

HOUSEKEEPING SERVICES AGREEMENT

OLIVE VIEW/UCLA MEDICAL CENTER

Amendment No. 13

THIS AMENDMENT is made and entered into this _____ day
of _____, 2004,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

PEDUS BUILDING SERVICES,
INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled
"HOUSEKEEPING SERVICES AGREEMENT OLIVE VIEW/UCLA MEDICAL CENTER",
dated January 1, 1994, and any amendments thereto, all further
identified as Agreement No. H-203066 (hereafter "Agreement"); and

WHEREAS, the parties have agreed to an extension of the term
on a month-to-month basis to expire no later than August 31,
2004; and

WHEREAS, Agreement provides that changes to its terms may be
made in the form of a written amendment which is formally
approved and executed by the parties.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Amendment is effective June 1, 2004.
2. Schedule 7 shall be attached to this Amendment and
incorporated in Agreement by reference and shall replace Schedule
6.

3. Agreement Paragraph 1, TERM, Paragraph A, is revised to read as follows:

"A. The term of this Agreement shall commence on December 21, 1993, and shall continue on a month-to-month basis in full force and effect to and including August 31, 2004, unless sooner terminated or canceled under the conditions of this Paragraph or conditions of the TERMINATION FOR CONVENIENCE Paragraph of this Agreement."

4. Agreement Paragraph ____, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, is revised to read as follows:

"___. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2,200) and without limiting Contractor's duty under this contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this contract

maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Orders or CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 524(b)."

5. Agreement Paragraph ___, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, is revised to read as follows:

"___. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirement set forth in Paragraph ___ "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute default under this contract.

Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to Paragraph ___ "Termination for Default" and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

6. Agreement Paragraph __, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT, is revised to read as follows:

"__ . CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department will supply the Contractor with the poster to be used."

7. Agreement Paragraph __, CONTRACTOR RESPONSIBILITY AND DEBARMENT, is revised to read as follows:

"__ . CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attitude of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business

only with responsible Contractors.

B. Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

C. Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a non-profit corporation created by the County,

(2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a non-profit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor

and/or the Contractor's representative shall be given an opportunity to submit evidence at the hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

E. Subcontractors of Contractor

These terms shall also apply to

Subcontractors of County Contractors."

8. Agreement Paragraph 55, UNSCHEDULED WORK, shall be deleted in its entirety.

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

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Chairman and Contractor has caused this Amendment to be
subscribed in its behalf by its duly authorized officer, the day,
month, and year first above written.

COUNTY OF LOS ANGELES

BY _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS, Executive
Officer of the Board of
Supervisors of the County of
Los Angeles

Contractor

By _____
Signature

By: _____
Deputy

Title _____

APPROVED AS TO FORM BY
THE OFFICE OF THE COUNTY COUNSEL

By _____
Deputy

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Irene E. Riley, Director
Contracts Administration

AMENDHSPGEXHIBIT10604
LM:05/18/04